STANDARD AGREEMENT

STD 213 (Rev 09/01)

AGREEMENT NUMBER

TD-ONS-02

 This Agreement is entered into between the 	: State Agency and the Contractor na	med below:	
STATE AGENCY'S NAME			
Department of General Services, Tel	ecommunications Division		
CONTRACTOR'S NAME			
VERIZON California Inc.			
2. The term of this 2/01/02	through 2/01/05		
Agreement is: For thirty s	ix (36) months with an option to renew for	or one (1) additional	year if needed.
3. The maximum amount \$			
of this Agreement is:			
The parties agree to comply with the terms a part of the Agreement.	and conditions of the following exhibit	s which are by this	reference made a
Exhibit A – Scope of Work			2 pages
Exhibit B – Budget Detail and Payment Pro	ovisions		1 pages
Exhibit C* – General Terms and Condition	s		
Check mark one item below as Exhibit D:			
X Exhibit - D Special Terms and Condit	•	agreement)	14 pages
	itions		
Exhibit - D* Special Terms and Cond			21 pages
Exhibit E – Additional Provisions			
Exhibit E – Additional Provisions Items shown with an Asterisk (*), are hereby incorpo These documents can be viewed at www.dgs.ca.gov/c	n executed by the parties hereto.		hed hereto.
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SCOPE OF WORK

1. Contractor agrees to provide to (State and Local Agency or Governmental body empowered to expend public funds) (Inmate/Ward Phone Systems and Public Payphone Services) as described herein:

(The State of California wishes to ensure that highly reliable, extensively available public pay telephones services are provided to its citizens, taxpayers, tourists, visitors, correctional inmates/wards and others who wish to place a call from a State owned or leased property. The purpose of this contract is to secure these types of services and associated maintenance for all pay telephones located on State of California property, and on the property of non-State agencies that have joined or may in the future join the State's contract.)

- 2. The services shall be performed at (Locations on the State of California property, and on the property of non-State agencies that have joined or may in the future join the State's contract).
- 3. The services shall be provided during (twenty-four (24) hours a day, seven (7) days a week. This requirement for service availability may only be constrained, on an individual location basis, where twenty-four (24) hour access is restricted and where this access restriction is beyond the control of the Contractor.).
- 4. The project representatives during the term of this agreement will be:

State Agency: Department of General Services	Contractor: VERIZON California Inc.
Name: Sharon Brandon	Name:
Phone: (916) 657-9773	Phone:
Fax:	Fax:

Direct all inquiries to:

State Agency Department of General Services	Contractor: VERIZON California Inc.
Section/Unit: Telecommunications Division	Section/Unit:
Attention: Contracts Unit	Attention: Don Wood
Address: 601 Sequoia Pacific Boulevard	Address: One Verizon Way, CA500PC, Thousand
	Oaks, CA 91362
Phone: (916) 657-9773	Phone:
Fax:	Fax:

- 5. Detailed description of work to be performed and duties of all parties. Address the following issues as applicable:
 - Specifications, requirements: Refer to EXHIBIT D and EXHIBIT E

- Personnel, staffing: Refer to Contractors list of participating Subcontractors on EXHIBIT E Attachment VII.
- Coordination will be between Contractor and participating agencies.
- Results, deliverables as required under EXHIBIT D and E
- Timelines as referenced in EXHIBIT D and E
- Evaluation, acceptance requirements as listed in EXHIBIT D and E

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Name Office Address

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

(This is a Concession Contract and therefore a Revenue generating contract at no cost to the State. Revenue concession fee payment terms are identified in EXHIBIT – E.)

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement.	The General Terms and
Conditions will be included in the agreement by reference to Internet site:	www.dgs.ca.gov/contracts

SPECIAL TERMS AND CONDITIONS

1. Definitions

- Equipment- An all inclusive term which refers either to individual components or to a complete telecommunications system or subsystem, including all peripheral telecommunication equipment, enclosures, shelters, etc. as listed in EXHIBIT – E ATTACHMENT I.
- b. **Call Type** "Local calls" are those calls which the LEC defines as local in its tariff filed with the CPUC. "IntraLATA calls" are those calls which extend beyond the local calling area but terminate within the regional service area (LATA) of an LEC as defined in its tariff. "InterLATA calls" are those calls which extend beyond the regional service area (LATA) of an LEC. These calls can be terminated within the State, in another state, or internationally.
- c. **Contractor Services** Equipment, Equipment Software, and Telephone Services identified in EXHIBIT E SPECIAL PROVISIONS AND EXHIBIT E ATTACHMENT I.
- d. Equipment Failure A malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software, residing in the Equipment, is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.
- e. **Operational Use Time** For performance measurement purposes, that time during which Equipment is in actual operation on State owned or leased premises.
- f. **Preventive Maintenance** That maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.
- g. **Remedial Maintenance** That maintenance performed by the Contractor which results from Equipment (including Operating Software) failure, and which is performed as required; i.e., on an unscheduled basis.
- h. **Facility Readiness Date** The date specified in the order by which the State must have the site prepared and available for Equipment delivery and installation.
- i. **Installation Date** The date specified in the order by which the Contractor must have the ordered Equipment installed and ready (certified) for use by the State at the specified location.
- j. **Performance Period** A period of time during which the State, by appropriate tests and production runs, evaluates the performance of newly installed Equipment and Software prior to its acceptance by the State.
- k. **PATS Agent** The Public Access Telecommunications Services Agent. The State or Local Agency representative responsible for each agency's Public Access Telecommunication Equipment/Service.
- Service Request Notice The form for ordering Equipment/services from the PATS
 Contract attached as EXHIBIT E ATTACHMENT III and IV.

- m. **Software** An all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, programming aids, application programs, and program products.
- n. **Inmate Payphones** Those payphones installed in a State correctional facility or State mental hospital.
- o. State Except as to the payment terms specified in this contract wherein a distinction is made between the State, including its constituent agencies and bodies, and agencies of lower political and public entities and within the State, including municipalities and public institutions the term "State" is an all-inclusive term that shall include all participating State agencies as listed in Exhibit E ATTACHMENT VI.
- p. **Operating Software** Those routines, whether or not identified as program products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which serve as an interface between the operator, other Contractor-supplied programs, and user programs and the Equipment.
- q. **Programming Aids** Contractor-supplied programs and routines executable on the Contractor's Equipment which assist a programmer in the development of applications (including language processors, sorts, communications modules, data base management systems, and utility routines, tape-to-disk routines, disk-to-print routines, etc.).
- r. **Application Program** A computer program which is intended to be executed on the Contractor's Equipment for the purpose of performing useful work for the user of the information being processed.
- s. **Program Product** Programs, routines, subroutines, and related items which are proprietary to the Contractor.
- t. **Software Failure** A malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see 3d for definition of Equipment Failure.
- u. PATS Public Access Telecommunications Services.
- v. **PCC** Public Contract Code.
- w. **FCC** Federal Communications Commission.
- x. **CPUC** California Public Utilities Commission.
- y. **Territory I** To include all of the Pacific Bell Telephone utility's local exchange geographical areas defined by the CPUC within LATAs 1, 2, 3, and 9.
- z. **Territory II** To include all of the Pacific Bell Telephone utility's local exchange geographical areas defined by the CPUC within LATAs 4 through 8, and 10.
- aa. **Territory III** To include all of the Verizon of California Incorporated utility's local exchange geographical areas defined by the CPUC within LATAs 1 through 11. Excluding the old Continental phone utility's local exchange previously defined under Territory IV.

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EXHIBIT D (Standard Agreement)

- Territory IV To include all of the old Continental Telephone utility's local exchange bb. geographical areas defined by the CPUC within LATAs 1 through 10.
- Agreement The word "Agreement" is synonymous with the word "Contract". Therefore, CC. these terms are interchangeable throughout this Contract and are to be interpreted as being identical in meaning.
- dd. **Contract coverage** – To include service in Territory III as defined above.

2. Complimentary Interexchange Carrier

The State selects MCI WORLDCOM as the interexchange service provider for all Public and Inmate payphones covered by this agreement within Territory Three as defined above.

3. Contractor Commitments, Warranties, and Representations

a. Commitments

Any written commitment by the Contractor within the scope of this Agreement shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for liquidated or other damages due to the State as set forth herein. Such written commitments include (1) any warranty or representation expressly made by the Contractor as to Equipment or Software performance, total system performance, or other physical design or functioning characteristics of a machine or software system, (2) any warranty or representation expressly made by the Contractor concerning the characteristics of the items described in (1) above, made in any publication, drawings, or specifications accompanying or referred to in the Contract, and (3) any written notification of or affirmation or representation as to the above which is made by the Contractor in or during the course of negotiations and which is incorporated into a formal amendment to the Contract.

b. Contract Transition Period

During the Contract transition period, Contractor agrees to fully cooperate with the State during the transition to a new service provider. The transition/changeover period will begin upon contract award pursuant to the upcoming RFP and is expected to take no longer than 36 months or upon completion of final transition to new equipment, whichever occurs first. In the event that the transition/changeover takes longer than 36 months, Contractor agrees to extend the contract termination date on a month to month basis in order to cover the entire transition period under the same terms and conditions of this Agreement. Once the transition is complete the new contract will supersede this bridging contract. The transition/changeover period shall occur wherein existing Equipment will be replaced by the new service provider's equipment pursuant to the upcoming RFP.

During the contract transition period the Contractor will:

- continue to apply all terms and conditions of this Agreement to those payphones of the (1) Contractor that remain in service during the transition/changeover period;
- work with the State and the new service provider for the length of time it takes to completely transition the State's payphones to the new service provider and to coordinate the removal of the Contractor's existing payphones with the installation of the new service provider's payphones;

)

EXHIBIT D (Standard Agreement)

- (3) ensure that the State's payphone users will have continuity of service and will continue to receive reliable and high quality service for those payphones of Contractor that remain in service during the transition/changeover period;
- (4) maintain all inmate payphone network functionality, capabilities, and services; and
- (5) allow the State to retain one (1) inmate payphone monitoring/recording system that will be used by the State for the duration of this Contract extension period. The monitoring/recording system will function as a standalone system and will be located at one (1) regional location determined by the CDC PATS Agent. The monitoring/recording system will be used to access previously recorded information.

Prior to the expiration of this Agreement the State will coordinate with the Contractor for the removal of the System.

4. Liquidated Damages

a. General

The Installation Dates of the Contractor Services set forth have been fixed so that the utilization of the Contractor Services, is consistent with the timing schedules of the State's programs. If any of the units of Contractor Services are not installed within the times specified in the Service Request Notice, the delay will interfere with the proper implementation of the State's programs, to the loss and damage of the State. From the nature of the case, it would be impracticable and extremely difficult to fix the actual damages sustained in the event of any such delay. The State and the Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be the amounts set forth in EXHIBIT – E ATTACHMENT I, and the State and the Contractor agree that in the event of any such delay, the Contractor shall pay such amounts as liquidated damages and not as a penalty. Amounts due the State as liquidated damages may be deducted by the State from any money payable to the Contractor. The State shall notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date State deducts such sums from money payable to the Contractor.

b. Contractor Services Installation Delays Caused by the Contractor

- If the Contractor does not install the Contractor Services, ready for use as listed under the Service Request Notice, on or before the Installation Date(s) specified in the Service Request Notice, the Contractor shall be liable for fixed liquidated damages specified in EXHIBIT E ATTACHMENT I, in lieu of all other damages for such non-installation. Liquidated damages shall accrue for each calendar day between the Installation Date specified in the Service Request Notice, and the date the Contractor Services is certified ready for use or 180 calendar days, whichever occurs first.
- (2) If some, but not all of the Contractor Services is installed, ready for use during a period of time when liquidated damages are applicable, and the Contractor Services are used, liquidated damages shall not accrue against the Contractor Services used for any calendar day the Contractor Services are so used.
- (3) In the event the Contractor fails to install the Contractor Services within thirty (30) days from the Installation Date set forth in the Service Request Notice, the State may obtain replacement Contractor Services. In such event, the Contractor shall be liable for

liquidated damages until the replacement Contractor Services is installed and ready for use, or for 180 days from the Installation Date, whichever occurs first.

5. <u>Continuing Standards of Performance</u>

The Contractor agrees that subsequent to completion of the successful Performance Period and acceptance of the Contractor Services by the State, the availability and/or performance requirements and criteria established will be met throughout the full term of the Contract.

6. <u>Maintenance of Equipment</u>

The Contractor is responsible to maintain the Equipment under this Contract. The Contractor shall keep the Equipment in good operating condition and shall always be responsive to the maintenance requirements of the State.

Equipment Replacement

VERIZON agrees to replace the existing inmate recording equipment in the four correctional facilities— California Institution for Men, California Institution for Women, Pelican Bay State Prison, and California State Prison, Los Angeles County- with the VAC System 100 and with the intent that these facilities will be last in line for removal should VERIZON not be the successful vendor in the upcoming procurement process. In the event the State terminates VERIZON'S services at the four facilities prior to the end of this three-year contract, the State shall reimburse to VERIZON the applicable pro rated installation costs as follows: California Institution for Men (\$6,920) per unfulfilled month, California Institution for Women (\$1,975) per unfulfilled month, Pelican Bay State Prison (\$3,750) per unfulfilled month, and California State Prison, Los Angeles County (\$4,375) per unfulfilled month.

Inmate Pay Phone Training

In the event the Contractor replaces any or all of the existing inmate telephone system components, e.g., call control, monitoring and/or recording equipment, with components of a different model or of a different manufacture, the Contractor shall provide on-site training to State employees. Such training shall be specific modular training for site administrators, investigative staff and separate training for train-the-trainer instructors.

All training instructors, materials and documentation will be provided by the Contractor at no cost to the State.

At a minimum, the follow types of training content are to be provided to the State:

- a. Inmate Training: If requested by the State, the Contractor will provide to the State video tapes that explain how an inmate places an inmate telephone call. These videotapes may be played to inmates by the State so that they understand how an inmate telephone call is placed. In addition, the Contractor will provide the State inmate telephone instructional brochures, which will explain how an inmate places an inmate call. Contractor and State shall mutually agree upon quantities of video tapes and brochures to be supplied.
- <u>b.</u> <u>Initial Training Program:</u> To accommodate the large number of trainees, (the initial training population includes site administrators and investigative staff) while ensuring the appropriate coverage and amount of individual attention, the Contractor will perform the initial training with the objective of accomplishing the initial training for all trainees within as close a time period as

possible to system cut over. Train the Trainer classes will be provided to State staff by the Contractor.

- <u>c.</u> <u>On Site Training</u>: On site training will occur at each cutover and will be the responsibility of the Contractor. All training materials, documentation and overviews will be provided.
- <u>d.</u> <u>Help Desk:</u> Throughout the term of the contract, the Contractor shall provide a toll-free number for use by State personnel.
- **e. Training Course Content:** Inmate Call Control System Training is composed of three primary components: a system overview, system administration and investigative operations. Training Documentation will be available for each trainee and will remain with the trainee for future reference.

System Overview During Initial Training: The system overview will describe at an easy-tounderstand level, how the system is configured across the state, what operations take place in a correctional facility. This component will also describe the problem reporting and resolution path and access to the Help Desk.

System Administration Training: The administrative component of the training course is designed to inform users how to access and exit the system, create inmate accounts, set calling parameters and restrictions, generate the wide range of reports, and how to identify problems. The course also describes how the inmates will be instructed to use the system to make telephone calls.

Investigative Operations Training: The investigative component describes use of the system's investigative tools and operations, integration of the recorder's call monitoring capability, and the generation and interpretation of investigative reports.

7. Transportation, Installation, Relocation, Return of Equipment

a. Transportation

- (1) Shipments to and from the installation site shall be the responsibility of the Contractor.
- (2) Contractor shall bear the cost of transportation, rigging and/or drayage whenever Equipment is shipped or moved for mechanical replacement and was not due to fault or negligence by the State.

b. Installation

- (1) The installation of Contractor Services shall be the responsibility of the Contractor.
- (2) (Public Payphones) Within thirty (30) days of receipt, Contractor will review each Service Request Notice for profitability and respond to the PATS agent. (Inmate Telephones) Inmate monitoring and recording equipment must be installed within 30 days from receipt of a Service Request Notice unless the State and Contractor mutually agree on a different timeframe.
- (3) The State shall provide the Contractor access to the site for the purpose of installing the Contractor Services prior to the Installation Date. The Contractor shall specify in writing the time required to install the Contract Service. The State cannot guarantee that the Contractor will be allowed unlimited access to inmate facilities at all times due to security

requirements and the Contractor will need to factor these considerations into its day to day activity at inmate locations.

- (4) The PATS Contractor shall bear the full cost of installing, providing, and maintaining telephone line access services to each Public Access Telecommunications Services site.
- (5) The State shall require that "inmate payphones" be installed flush to the wall with no user access to the rear of the phone.
- (6) The State shall bear the full cost of providing, installing and maintaining electrical services to each Public Access Telecommunication Services site. Any lighting determined by the State to be needed in addition to that which may be provided in the pay telephone enclosure will be the responsibility of the State.

c. Relocation

- (1) Except in an emergency, Equipment provided under this Contract shall not be moved from the location in which installed, unless the Contractor has been notified by the State or its representative that the move is to be made.
- (2) Upon thirty (30) days' prior written notification to the Contractor, specifying the new location, Equipment may be transferred from one State location to another.
- (3) The Contractor shall arrange and pay for all transportation, installation, disconnection and damage charges for such relocation.
- (4) Rearrangement of Equipment on the same site for State convenience shall be at State expense if such changes are directed solely by the State and not mutually decided by State and Contractor to improve revenues.
- (5) Rearrangement of inmate payphone equipment on the same site shall be at no cost to the State.

d. Return of Equipment (Public Phones)

Within thirty (30) days after receipt of instruction or date of discontinuance of Contractor service, whichever is later, the Contractor shall cause the Equipment to be removed from State premises in coordination with the new service provider and in accordance with the Phase-out plan developed by the new service provider and approved by the State.

8. <u>Documentation</u>

The Contractor agrees to provide to the State a reasonable number of all nonproprietary manuals and other printed materials, and updated versions thereof, which are necessary or useful to the State in its use of the Contractor Services provided hereunder. The Contractor agrees to provide additional documentation at prices not in excess of charges made by the Contractor to its other customers for similar documentation.

9. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in

order to carry out this Agreement, or which become available to the Contractor in carrying out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph.

The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Agreement ,or is rightfully obtained from third parties. The State acknowledges that certain Contractor information provided to the State in the performance of this Contract may, in whole or in part, contain information that constitutes a trade secret, as defined by Evidence Code 1060 et seq. In the event of a request for disclosure of this information pursuant to Government Code 6250 et seq., or on any other basis, State shall advise Contractor in a timely manner for the purpose of Contractor asserting a trade secret privilege and pursuing appropriate protective orders.

10. Need for Contractor Services Due to Emergency

- a. The Contractor shall make every reasonable effort to assist the State in procuring use of Contractor Services compatible with that provided under this Contract to meet emergencies. Emergency or emergencies are those Force Majeure conditions as are described or contemplated in section 19.
- b. The State, at its option, may accept or reject the offer of use of emergency Equipment.

11. Patent, Copyright and Trade Secret Protection

- a. Contractor, at its expense, will defend the State from and against any third party claim, action, suit, or proceeding ("Claim") alleging that the Contractor transport network or any technology developed and provided by Contractor to the State hereunder (individually a "Service" and collectively the "Services"), when used in conformity with all applicable written instructions and documentation, infringes any U.S. patent, trademark, or copyright or constitutes misappropriation of a trade secret under U.S. law. Contractor will indemnify the State for damages finally awarded against the State or agreed to by Contractor in settlement of such Claim, and for the State's reasonable costs incurred as a result of such Claim. Contractor shall have the exclusive right to defend, countersue, or settle any such Claim and to collect all damages, costs, fees, and other charges awarded from any such Claim. Contractor's obligation to defend and indemnify the State is contingent upon (a) the State providing Contractor prompt written notice of any Claim; and (b) the State providing Contractor, at Contractor's expense, all information and assistance requested by Contractor to settle, defend, or bring a countersuit in conjunction with any Claim.
- b. Notwithstanding anything to the contrary herein, Contractor shall have no obligation to defend or indemnify the State for any Claim arising out of or relating to (a) designs or specifications provided by the State, (b) use of any service or product provided hereunder other than in conformance with the applicable written instructions and documentation provided by Contractor, (c) modifications to any service or product provided hereunder made by or on behalf of the State where but for such modifications there would have been no claim of infringement or misappropriation, (d) use of any service or product provided hereunder in combination with any other products or services where but for this combination there would

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have been no claim of infringement or misappropriation, or (e) transmission of the State supplied content, data, or other information.

- c. If the State's use of any Service is enjoined or otherwise prohibited, or if Contractor reasonably believes that there exists a threat of the same, Contractor shall have the right, in its sole discretion and at its expense, in addition to its indemnification obligations above, to: (i) obtain for the State the right to continue to use the affected Service; (ii) replace the affected Service with a non-infringing service; (iii) modify the affected Service so that it becomes non-infringing; or (iv) terminate provision of the affected Service and/or terminate this Agreement.
- d. THIS SECTION SETS FORTH THE SOLE AND EXCLUSIVE REMEDY OF THE STATE, AND THE ENTIRE OBLIGATION AND LIABILITY OF CONTRACTOR, AS TO ANY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY RIGHTS IN CONNECTION WITH ANY SERVICES, PRODUCTS, OR OTHER DELIVERABLES PROVIDED HEREUNDER.

12. Risk of Loss or Damage

The State shall be relieved from all risks of loss or damage to the Equipment provided under this Contract except when such loss or damage is due to fault or negligence of the State.

13. Contractor's Liability for Injury to Persons or Damage to Property

The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, or any other person(s), designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Contractor Services at any site covered by this Contract.

14. Warranty

- a. The Contractor warrants that all Equipment to be installed during the term of this Contract when installed will be in new or like-new condition and good working order and will conform to the Manufacturer's published specifications. The Contractor is responsible to maintain the Equipment under this Contract. The Contractor will make all adjustments, repairs, and parts replacements necessary to maintain the Contractor Services in this condition. ALL EQUIPMENT WHICH HAS PREVIOUSLY BEEN INSTALLED AS OF THE EFFECTIVE DATE OF THIS AGREEMENT IS ACCEPTED BY THE STATE AS MEETING ALL CONDITIONS OF THIS PARAGRAPH. All Contractor Services are supplied subject to these warranties.
- b. Contractor's obligations and liabilities with respect to this specific warranty provision exclude the inmate payphone system equipment that has an open trouble ticket at the time and date of the signing of this Contract on which the Contractor is taking action to repair.
- c. Except as is otherwise provided in this Contract, all of the Contractor's obligations and liabilities with respect to this specific warranty provision are limited to repair or replacement of Contractor Services when either the State or the Contractor determines that the Contractor Services do not conform to the warranties stated above.
- d. EXCEPT AS PROVIDED HEREIN, THE CONTRACTOR DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15. Limitation of Liability

- a. IN NO EVENT WILL THE CONTRACTOR OR THE STATE BE LIABLE FOR CONSEQUENTIAL DAMAGES EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF SUCH DAMAGES.
- b. NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED HEREIN SHALL LIMIT CONTRACTOR'S LIABILITY FOR PERSONAL INJURY AND DAMAGES TO TANGIBLE PROPERTY CAUSED BY CONTRACTOR'S NEGLIGENCE OR TORTIOUS ACT.

16. Disputes

- a. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time (ten days) by the Contractor and State employees normally responsible for the administration of this contract shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution (Public Contract Code Section 22200 and California Code of Regulations, Title 1, Section 300 et seq.).
- b. The State and the Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their responsibilities under this Contract which are not affected by the dispute.

17. Contractor's Power and Authority

The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State hereunder harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.

18. <u>Title to Equipment</u>

Title to Equipment, accessories, and devices utilized by the Contractor in performing this Contract shall not vest in the State, unless such items are purchased by the State. All devices and accessories furnished by the Contractor hereunder, except those purchased by the State, shall remain the property of the Contractor, except in the case of a bankruptcy in which case the State shall have the first right of refusal to purchase the equipment at book value.

19. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, act of war, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

20. Waiver of Breach

No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other breach or subsequent breach, except as may be expressly provided in the waiver or consent.

21. Conflict With Existing Law

The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such term or provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with the interests of both parties, to the maximum extent reasonable.

22. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the State of California, except to the extent the Communications Act of 1934, as amended, Federal Communications Commission (FCC) rules or regulations, or any other applicable federal law applies.

23. Termination of Contract

- a. The State may terminate performance of work under this Contract in whole or in part, for the State's convenience, if the Department Director or designee determines that a termination is in the State's interest. The Department Director or designee shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.
- b. After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in deferring or adjusting any amounts due under this clause. The Contractor shall:
 - 1) Stop work as specified in the Notice of Termination;
 - 2) As directed by the State, begin an orderly withdrawal of all Equipment provided under the terms of this Contract;
 - 3) Complete performance of the work not terminated; and
 - 4) Contractor shall continue to pay concession fees to the State until the changeover of each phone or inmate payphone system site is completed. Once the changeover of each phone or inmate payphone system site is completed, the new service provider shall begin payment of concession fees for that phone site. At no time shall there be a break in concession fees to the State.
- c. Unless otherwise provided in this Contract or by the statute, the Contractor shall maintain all records and documents relating to the terminated portion of this Contract for three (3) years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this Contract. The Contractor shall make these records and documents available to the State, or the State's appointed representative(s), at the Contractor's office, at all reasonable times, without any direct charge. If approved by the State, photographs,

microphotographs or other authentic reproductions may be maintained instead of original records and documents.

24. Federal and State Laws, Rules, Regulations and Codes

The Contractor and all subcontractors shall ensure that all services and Equipment provided during the term of this Contract comply with all Federal and State laws, rules and regulations including but not limited to pricing, branding, provision of consumer information, access to interexchange carriers, accommodations for the handicapped and any applicable construction, electrical and safety codes.

The Contractor and subcontractors must agree to comply with, and hold the State of California harmless from, any subsequent rulings or findings of fact by the Federal Communications Commission (FCC) or the California Public Utilities Commission (CPUC) regarding compliance with the requirements of an aggregator. The term "aggregator" as used above is defined in the Telephone Operator Consumer Services Improvement Act of 1990.

25. <u>Unblocking of Equal Access Codes (Public Payphones)</u>

The Contractor agrees that all Equipment furnished for use on State of California owned and leased properties, with the exception of inmate phones, will comply with all requirements of the Telephone Operator Consumer Improvement Services Act of 1990 and all related FCC requirements including but not limited to access to 1010XXX, 950 and 1-800 alternate interexchange carrier codes.

26. Contractor Evaluation

In accordance with the California Government Code, Contractor performance evaluation will be completed within the guidelines of the State Administrative Manual, Section 1283. The State contracting agency, upon Contract completion, will complete and forward the Contractor evaluation to the Department of General Services.

27. Forced, Convict and Indentured Labor

In accordance with PCC Section 6108, Contractor warrants that no foreign-made Equipment, materials, or supplies furnished to the State pursuant to this Contract are produced in whole or in part by forced labor, convict labor, or indentured labor.

28. List of Subcontractors

In performing the Contract Services hereunder, Contractor shall utilize the services of the subcontractors listed in Exhibit - E ATTACHMENT VII.

29. DVBE Participation



(See attachments)

30. Continuing Standards of Performance for Contractor Services

a. Applicability

This paragraph is applicable subsequent to acceptance of the Contractor Services by the State, and shall continue in force throughout the entire period of the Contract. If, however, both the Contractor and the State determine and agree, after at least six (6) months experience with the measurement method prescribed below, that the methods and procedures should be

modified to more accurately identify gross system deficiencies, an appropriate contract amendment shall be executed to effect such modification.

b. Causes and Effects of Contractor Service Malfunctions

- (1) The State recognizes that Equipment Failures do occur, and that Software is not infallible. Moreover, the State concedes that conditions external to Equipment may cause it to fail, particularly environmental conditions, that are outside the Equipment design operating parameters. The State agrees, therefore, that unsatisfactory Contract Service performance which is outside the control of the Contractor will not be considered in a determination of the level of performance for the purposes of Paragraph 4 of the General Terms and Conditions.
- (2) In the event Contractor Service failure or unsatisfactory performance is a result of factors external to the Equipment, the Contractor agrees to make appropriate recommendations to the State in order that such external factors may be corrected to preclude future problems of a similar nature.
- (3) In the event that the precise cause of the failure cannot be readily determined, both the State and the Contractor shall continue to research the situation until the probable cause has been identified or until agreement is reached that the probable cause cannot be identified.

c. Levels of Performance Required

In order to meet the programmatic requirements of the State, the Equipment must be capable, at a sustained basis, of providing the levels of service detail as described in Exhibit - E of this Contract.

d. Measurement of System Performance

All Contract Services provided under this Contract must be operational as a minimum, ninety-six percent (96%) of it's operational use time over any thirty (30) day period.

e. Remedies for Unacceptable Levels of Performance

If a Contractor Service does not meet the minimum level of performance the State shall promptly notify the Contractor in writing of such unacceptable performance and the Contractor shall promptly initiate action to remedy the unsatisfactory performance. Contractor shall, at its option, take one or more of the following actions to correct the situation:

- (1) Provide on site Contractor personnel for analysis of the problem;
- (2) Replace the faulty Equipment;
- (3) Provide substitute Equipment satisfactory to the State;
- (4) Modify the Equipment; or
- (5) Take any other action with which the State concurs.

If the Contractor fails to correct the situation to the satisfaction of the State during the thirty (30) calendar days following receipt of written notice from the State, the State and Contractor can mutually agree to extend the time beyond 30 days, then the State may (i) secure from the open market, at the Contractor's expense replacement Equipment, and/or (ii) terminate that portion of the Contract relating to the deficient Equipment. The above described remedies are not intended to constrain either party from any other action mutually agreed to by the Contractor and the State as being more appropriate. The primary concern is the availability of Contractor

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Services for use by the State; Contract termination is the last eventuality to be undertaken only if all other actions prove non-productive.

f. Replacement or Substitution of Equipment by Contractor

If the Contractor, in an attempt to improve the level of performance, replaces or substitutes Equipment that meets all of the Contract requirements, such replacement or substitution shall not decrease any concessions owed to the State.

ADDITIONAL PROVISIONS

1. <u>Concession Fee Payments (Public Payphones)</u>

Contractor shall make concession Fee payments to the agency as designated on the Service Request Notice. Each agency will be responsible for providing the names of authorized personnel and account numbers in their agency for the purpose of receiving concession fee funds.

Payments representing concessions from pay telephone revenues shall be paid monthly no later than the 45th calendar day of the following month to the designated State agency. Payments representing concessions from any other services provided at the concession site as a result of this Contract shall be paid monthly, no later than the 45th calendar day of the following month. These payments shall be accompanied by the management reports, for the same month.

Payment Terms and Review (Inmate Phones)

Contractor shall pay to the State of California General Fund concession fees totaling Eight-Hundred Ninety-Three Thousand, Seven Hundred Dollars (\$893,700). Such payment shall be paid to the State in twelve (12) monthly payments of Seventy-Four Thousand, Four-Hundred Seventy Five Dollars (\$74,475).

In the event inmate call volumes decrease as a direct result of new State agency policies that restrict or limit inmate usage of the inmate telephones, the Contractor may be entitled to a pro-rata reduction in the concession fee payment(s) due to the State. Concession fee(s) may be reduced under the following conditions: The decreased call volume can reasonably be determined to be associated with State policy change(s), have been sustained for a minimum of three (3) consecutive months, and the decrease is at least 10% when compared with the average monthly call volume of the preceding twelve (12) months. Concession fee reduction requests will be entertained on a contract services basis and not by site.

The State and Contractor will review applicable call volumes and concession fee(s) every three (3) months throughout the term of the contract. If upon review, the call volumes have increased such that they no longer meet the conditions for reduction as stated above, the concession fee(s) paid by Contractor shall increase to such former approved level that meets the requirements as set forth in this contract. In no event will annual concession fees due to the State exceed the original amount set forth in this contract.

2. <u>Management Information and Reports</u>

The State of California requires that the PATS Contractor provide monthly reports on inventory, revenues and concessions. Minimum requirements are contained in this section.

3. Rates, Charges and FCC/CPUC Compliance

a. PATS Rates and User Charges

The Contractor shall not charge the pay telephone user more than those rates authorized by the CPUC for intrastate calls.

The Contractor shall charge the rates set forth in Exhibit – E ATTACHMENT VIII for inmate phone service. These intrastate rates will not change during the term of this Contract.

Billing/charges for pay telephone use must begin at the time of call connection; for inmate payphones at the time of call acceptance.

b. FCC and CPUC Compliance

The Contractor, and all subcontractors shall comply with all current applicable FCC, CPUC rules and regulations, and tariffs throughout the term of the Contract. Refer to Paragraph 24 of the General Terms and Conditions.

4. Reasonable and Responsive Performance

The Contractor shall always provide the Equipment and services under this Contract in a reasonable manner, and shall always be responsive to the State's needs. Use of temporary service (i.e., trailers), are designed for use in emergency situations such as earthquakes, fires, or other acts of God. In the event the State or its agencies require use of such service for anything other than an emergency, applicable fees will apply.

5. <u>Termination</u>

Subject to Section 23 of the contract, equipment and services provided under this Contract can be terminated for convenience of the State upon thirty (30) days written notice. Exception for termination on inmate telephone monitoring devices and equipment will be upon ninty (90) days written notice.

6. Replacement of Failing Inmate Security Telephone System Equipment

If an entire Inmate Security Telephone System (ISTS) fails to meet the required Technical Requirements of this agreement, and the Contractor is unable to repair the ISTS equipment, the Contractor will replace the ISTS with a comparable system that meets the Technical Requirements of this agreement and is approved by the State. The replacement equipment will be provided by the Contractor at no cost to the State. The State agrees to retain the equipment for a period of 90 days.

7. <u>Concessionable Revenue</u>

"Concessionable Revenue" is the Gross Revenue from all calls generated by the telephones covered under this Agreement. This includes calls paid by coin, calling card, credit card, collect, and third party billed. Excluded are any amount Contractor collects or otherwise pays to third parties in support of programs mandated by governmental or quasi-governmental authorities, such as the Universal Service Fund and the Primary Interexchange Carrier Charge; (iv) any amount Contractor pays to payphone service providers pursuant to Section 276 of the Telecommunications Act of 1996 ("Section 276") and the regulations implementing Section 276; and, (v) any costs incurred by Contractor in connection with such compensation requirements in support of programs mandated by governmental or quasi-governmental authorities, including without limitation those of Section 276.

8. Contractor Repair Services

Contractor repair services shall be available to the PATS sites twenty-four (24) hours a day, seven (7) days a week. This requirement for service availability may only be constrained, on an individual location basis, where twenty-four (24) hour access is restricted and where this access restriction is beyond the control of the Contractor. Trouble reports shall be corrected within twenty-four (24) hours of reporting during normal business days and within seventy-two (72) hours of reporting on Fridays or weekend holidays.

9. Fraud/Theft

The Contractor shall agree that the State will bear no responsibility for fraudulent calls.

Contractor agrees that the State bears no responsibility for theft of funds; and furthermore, that no stolen or lost funds will be deducted from revenues on which concessions are paid to the State.

10. <u>Unbillable/Uncollectible Calls</u>

Contractor agrees that the State will bear no responsibility for unbillable or uncollectible calls. Unbillable

or uncollectible calls may not be deducted from revenues on which concessions are paid to the State.

11. Unprofitable PATS Terminals (Public Payphones)

Verizon shall own all payphones and associated equipment located on Customer's premises. When the gross revenue generated as a result of the placement and usage of the telephone (including the revenues resulting from the Value Added Services) do not cover the Contractor's expenses, (\$100 per month per phone), the Contractor will inform the PATS Agent. "Gross Revenue" is defined as all revenue generated by the PATS terminal, including but not limited to: coin and non-coin local and intraLATA revenue, speed dialing revenue, advertising revenue and all other originated revenue generated by the telephone and/or by advertising on the telephone and enclosure.

Upon request Contractor must satisfactorily demonstrate through documented receipts and other records that the telephone does not generate revenues that meet or exceed its costs. The Contractor's cost shall only include the Contractor's costs for the pay telephone's fixed monthly line costs, local and long distance carrier costs, and depreciation (minimum five- (5) years straight-line method). Maintenance, Collection and Administration costs will be allowed. All other costs will be excluded.

If, using the above revenue/cost comparison, the Contractor can show that the telephone does not generate revenues that meet or exceed its costs, (\$100.00 per phone per month) and if the agency desires to retain the pay telephone in its present location, the agency shall have the option of either making the required payment (\$72.00 per phone per month) directly to the PATS Contractor or reducing the concession fees paid to the agency by the remaining profitable telephones if any, provided under the Memorandum of Agreement or EXHIBIT – E ATTACHMENT II. Once petitioned, the State shall respond with a judgement within thirty (30) days.

All payments by the State or agency, or reduction in revenues, shall be applied beginning with the date of the petition. At least every three- (3) months, the Contractor and DGS, Telecommunications Division shall review the revenue/cost data associated with each unprofitable telephone that has been retained by the State, and shall notify the State PATS Agent whenever a telephone becomes profitable. If an "unprofitable" telephone becomes profitable over the review period, the State shall cease payment or concession fees reduction to the PATS Contractor.

12. Maintenance

Equipment and services provided shall be maintained in good operating condition to ensure that the Continuing Standards of Performance prescribed by this Contract are met. In determining good operating conditions, the State will evaluate performance of the Equipment/service in accordance with Section 14 and 15 of EXHIBIT - E and will compare this performance with that of similar equipment and services installed at other locations. All such maintenance service, including both parts and labor, shall be furnished at no charge to the State.

13. Exclusions

Maintenance service does not include:

- Electrical work external to the Equipment or maintenance of accessories, alterations, attachments, or other devices not listed in EXHIBIT – E ATTACHMENT I.
- b. Such service which is impractical for Contractor to render because of alterations in the machines or their connection by mechanical or electrical means to another machine or device.
- 14. Responsibilities of the Contractor (Public Payphones)
 - a. The Contractor shall provide maintenance (labor and parts) and keep the Equipment/services in good operating condition at no charge to the State.
 - b. The Contractor shall specify in writing the frequency and duration of preventative maintenance for the Equipment. Preventative (scheduled) maintenance shall be performed on a schedule which is mutually acceptable to the State and the Contractor, which is consistent with the State's operating requirements, and which is based upon the specific needs of the Equipment as determined by the Contractor.
 - c. Remedial maintenance shall be commenced promptly after notification that Equipment is inoperative and the Contractor shall always be responsive to the maintenance requirements of the State. The Contractor shall be responsible for determining whether a line access failure is the fault of the local exchange carrier (LEC), the interexchange carrier (IXC), the provider's equipment or the State own cable facilities. If the Contractor determines that the telephone company is at fault, then the Contractor shall contact the telephone company and negotiate the desired services. If the failure is determined to be the fault of the Contractor's Equipment (hardware, software, or wiring), the problem shall be corrected by the Contractor.

In the event that a problem cannot be solved in a period of twenty-four (24) hours from the time the Contractor was contacted, the Contractor must contact the PATS Agent for the problem location and propose a plan to correct the problem. The proposed solution must be approved by the State.

If the Contractor fails to correct the situation according to acceptable industry standards and practices, or fails to propose a solution/correction to the problem according to acceptable industry standards and practices, the State may (1) secure from the open market, at the Contractor's expense services to correct the problem, and/or (2) terminate that portion of the Contract relating to the failed equipment or services. The above described remedy is not intended to constrain either party from any other action mutually agreed to by the Contractor and the State as being more appropriate. The primary concern is the availability of Contractor Services for use by the State; Contract termination is the last eventuality to be undertaken only if all other actions prove non-productive.

d. Cleaning

(1) The Contractor shall be responsible for ensuring that all PATS terminals, booths, and enclosures are cleaned and sanitized periodically. A minimum cleaning of each terminal,

enclosure, or booth shall occur once each quarter or more frequently as dictated by local conditions such as heavy use, continued litter, etc.

- (2) The Contractor shall remove when necessary, all graffiti, stickers, posters, litter, dust and dirt from or within each PATS terminal, enclosure, or booth and from a three (3) foot radius surrounding the terminal, exclusive of private property.
- 15. Responsibilities of the Contractor (Inmate Payphones)
 - a. The Contractor shall provide maintenance (labor and parts) and keep the Equipment/services in good operating condition at no charge to the State.
 - b. The Contractor shall provide preventive maintenance as required by the Equipment manufacturer and as necessary to maintain the system. Preventive maintenance shall be provided on a schedule which is mutually acceptable to the State and the Contractor, which is consistent with the State's operating requirements, and which is based upon the specific needs of the Equipment as determined by the Contractor and State.
 - c. Remedial maintenance, including parts and labor, is provided by the Contractor on an unscheduled basis as a result of system, hardware, public switched telephone network, or software failure. The time required for the Contractor to respond to a call for remedial maintenance is known as response time. Response time is defined as the time interval between the time a service request is made to the Contractor by a State representative and the time qualified maintenance service personnel successfully arrives on site or initiates remedial maintenance remotely.

Remedial maintenance shall be available twenty-four (24) hours a day, seven (7) days a week at no cost to the State.

Required response times for different levels of service loss are listed below. For example, if a remedial maintenance call for a major loss of service is made for a system at 2:30 a.m., that call must be responded to by 6:30 a.m. the same day. The Contractor must coordinate the maintenance call with the correctional facility representative prior to arrival. Repairs should be authorized on a priority basis.

- (1) A major loss of service requires a Contractor response time within four (4) consecutive hours regardless of time of day or day of week when the loss of service is reported. A major loss of service is when the total system is inoperative for any reason or there is any malfunction which seriously affects the security or function of the State institution (e.g., recording system goes down, all of the inmate telephones are inoperable in any one (1) housing unit, or the inmate telephones cannot be monitored).
- (2) A minor loss of service requires a Contractor response time of twenty-four (24) hours. A minor loss of service is any loss of service that does not meet the criteria for a major loss of service.
- d. If the Contractor fails to respond to a request for remedial maintenance within the required response time, it may result in the Contractor being liable for liquidated damages.
- e. The State will determine which level of response time is applicable in each individual case.
- f. Restoration of Service

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- (1) If the equipment cannot be repaired within four (4) hours after notification of a major loss of service, the Contractor shall advise the State why the equipment has not been repaired and when the repair completion can be expected. This shall be followed by a written notification within twenty four (24) hours of the conversation confirming the loss and restoration of service.
- (2) If upon commencement of remedial maintenance for a major loss of service the Contractor determines that the equipment cannot be repaired within twenty-four (24) hours of such repair effort, the Contractor may be required to provide, at no cost to the State, loaner equipment to restore the system to working order. The Contractor shall use best efforts to install such equipment within forty-eight (48) hours of notification by the State to exercise its option.
- (3) Full restoration of services for a major loss of service shall occur within twenty-four (24) hours of the reported failure, and full restoration of services for a minor loss of service shall occur within forty-eight (48) hours of the reported failure, or the Contractor may be held liable for liquidated damages. A trouble ticket shall not be closed by the Contractor until full restoration of services has occurred. The designated State site contact person must sign off on all trouble tickets for the ticket to be considered closed.

16. Responsibilities of the State

- a. Unless mutually agreed on by the Contractor and the State, State personnel will not perform maintenance or attempt repairs to the Equipment while such Equipment is under the purview of this EXHIBIT. If persons other than Contractor representatives have performed maintenance or repair on any Equipment, and as a result further repair by Contractor is required, such further repairs will be made at the Contractor's then applicable time and material rates.
- b. Contractor shall have full and free access to the Equipment to provide service thereon, with the exception of the inmate payphones. Access will be allowed upon submittal of appropriate Contractor documentation and notification with concurrence by CDC and all scheduled access requirements completed. All scheduled access may be denied and rescheduled due to individual prison conditions such as riots and lockdowns for safety pruposes.
- c. The State shall provide an appropriate operating environment, including electrical power, proper air conditioning and ventilation.
- d. The State may provide to the Contractor a list of designated personnel responsible for placing maintenance calls associated with each CDC Institution.

17. Major Field Modification

At the State's request, the Contractor may provide for major on-site modifications of Equipment installed. Contractor shall use its best commercially reasonable efforts to effect such modification with minimal disruption to the State's operating schedule.

18. General Functional Requirements

The Contractor must provide products and services that meet all of the functional requirements of this Contract. Functional requirements are designated to view the requested services from the customer's (user's) point of view. These include the following:

- 19. Federal or State Law, Rules, Regulations and Codes Refer to Section 24 of the General Terms and Conditions.
- 20. Operation During Power Loss All of the Public payphones that require commercial A/C power for full operation shall continue to provide 911, 0+ and 0- and coin operation for a minimum of four (4) hours during a commercial power failure. **This does not apply to inmate payphones**.
- 21. Unblocking of Equal Access Codes The Contractor agrees that all Public Payphone Equipment furnished for use on the State of California owned and leased properties will comply with all requirements of the Telephone Operator Consumer Improvement Services Act of 1990 and all related FCC requirements including but not limited to access to 1010XXX, 950 and 1-800 alternate interexchange carrier codes. This does not apply to inmate payphones.
- 22. In all Public Payphone locations, callers shall be able to access an operator by dialing "0" or "00" for assistance. **This does not apply to inmate payphones**.
- 23. The Contractor's Public telephones must offer access to "911" emergency services where available. For purposes of "911" communication, all proposed telephones must meet the requirements of the State of California Code Section 53112 which states, in part, that "all pay telephones... shall enable a caller to dial "911" for emergency services, and to reach an operator by dialing "0" without the necessity of inserting a coin. **This does not apply to inmate payphones**.
- 24. Access to local and long distance directory assistance shall be provided from all Public telephones located on State owned or leased property. **This does not apply to inmate payphones**.
- 25. Payment by means of depositing coins will be required at many of the State's Public Payphone locations. Coin acceptance must include those coins accepted at the majority of pay telephones in the United States (U.S.) including nickles, dimes, and quarters. Any new coins such as the new dollar coin contemplated for issuance by the U.S. Mint must also be accepted if acceptance of these coins becomes an industry standard. **This does not apply to inmate payphones**.
- 26. In all Public Payphone locations calling card, collect and third party billed payment options shall be required and a zero plus (0+) dialed basis and using other access methods as may be required by law, e.g., 1010XXX, 950 or 1-800 and other toll free access methods. In all cases, acceptance of the Bell Operating Company calling cards shall be required. **This does not apply to inmate payphones**.
- 27. 0+ Dialing The proposed Public Payphone Equipment/services must provide a "bong" tone within five (5) seconds of completion of 0+ dialing. If the user does not enter any additional numbers after the "bong" tone, the bidder shall guarantee that a Live operator will then answer within ten (10) seconds of the "bong" tone at least ninety-five percent (95%) of the time. This does not apply to inmate payphones.
- 28. 0- and 00- Dialing When a user of a Public Payphone dials a zero and does not enter any additional numbers, the operator services must have a live operator answer within seven (7) seconds at least ninety-five percent (95%) of the time. **This does not apply to inmate payphones**.
- 29. Other Required Services The bidder is required to provide the full range of operator services to which the public has become accustomed in the United States including caller assistance and refunds and credits. **This does not apply to inmate payphones**.
- 30. If the State and Contractor mutually agree that additional public payphones are necessary, the Contractor will install additional payphones.

- 31. Basic Services Inmate Payphones Due to the unique nature of correctional facilities, specific types of telephones are required to permit the respective authorities and administrators to choose the technology that best meets their needs.
 - a. There will be no increase in Intrastate inmate rates and/or surcharges for local, intraLATA, and InterLATA collect calls for the duration of this contract.
 - b. The State will make every effort not to require the installation of additional inmate payphones during this transition contract period. However, if the State deems that additional inmate payphones are necessary, the Contractor will be required to install additional inmate payphones at no cost to the State.
 - c. If adding inmate payphones requires that the monitoring/recording equipment be expanded, the Contractor agrees to expand the monitoring/recording system as necessary at no cost to the State. The State agrees to retain the equipment for a period of 90 days from the date of installation.
 - d. If the State chooses to have an entire Inmate Security Telephone System (call control and monitoring/recording) installed, the Contractor agrees to provide the ISTS equipment at no cost to the State. The State agrees to retain the ISTS equipment for a period of 90 days from the date of installation.
- 32. General Inmate Service Requirements The Department of Corrections is an example of an agency that will have higher standards and concerns for the safety, security and durability of their equipment that must be met by the interested vendors.
 - a. The providing of Inmate Telephone Monitoring Devices are required as a commitment by the Contractor to State prisons only. The Contractor is not required to provide that service to any other governmental entities. However, these services may be provided by the Contractor to other governmental entities on a case by case basis by mutual agreement between the Contractor and the Agency.
 - b. The Contractor is required to provide non-blocking networking that will permit call completion at least 96% of the time on the first attempt.
- 33. Required Types of Inmate Telephones All telephone instruments proposed for use at correctional facilities will be required to meet the following specifications:
 - a. Be a "Charge a Call" type with no coin receptacles or containers.
 - b. Be constructed of not less than 16 gauge steel.
 - c. Not have any removable parts.
 - d. Have a 29-36" armored handset cord.
 - e. Have unremoveable ear and mouth pieces.
 - f. Have security fasteners with center pin reject instead of standard screw type fasteners.
 - g. Be available in standard and small (10 3/4" x 5" x 5 1/4") sizes.
 - h. Be subject to the PATS Agent approval for use.

- i. All proposed instruments must interface to an inmate monitoring, recording, and call control system.
- j. Key Pad Telephone All inmate instruments must be equipped with a metallic, tamperproof key pad.
- 34. Required Types of Inmate Payphone Equipment
 - a. Inmate Telephone Monitoing Device device is defined as an instrument and associated equipment that when activated by the attendant will permit the attendant to visually and audibly monitor the calls of associated inmate phones.
 - b. Capacity The monitoring system shall be able to monitor a minimum of six (6) phone lines and must be expandable in modular increments to up to twenty (20) lines.
 - c. Visual Monitoring The inmate monitoring device shall permit the attendant to visually determine the off-hook and on-hook status of not less than six (6) inmate phones.
 - d. Audible Monitoring The inmate monitoring device shall permit an attendant to manually select any of not less than six (6) associated inmate phones. The device shall permit the attendant to listen to any conversation in progress at a selected telephone over the monitoring device's handset analog speaker for an unlimited duration. The attendant shall also have the ability to mute the microphone of the monitoring device and verbally interrupt an inmate conversation as may be necessary.
 - e. Automatic Scan The inmate monitoring device shall permit its operator to automatically scan in sequence each inmate phone that is in use for a period of up to fifteen (15) seconds per line. As each phone is scanned, the device attendant shall hear the conversation over the handset and/or speaker. At any time during the automatic scan, the attendant shall be able to switch to the manual mode of operation allowing an extended period of time on that line and switching back to automatic, as needed.
 - f. Call Disconnect The inmate monitoring device shall permit the attendant to disconnect any call in progress rendering the inmate telephone inoperable. The device shall provide visual indication of the lines rendered inoperable.
 - g. Inmate Line Control The inmate monitoring device shall permit the attendant to control the lines of the inmate telephones making some or all inoperable at the same time. The device will provide visual indication of each line in that condition.
 - h. Undetected Supervision The inmate monitoring device shall allow the attendant access to the inmate call in progress without a change in the audible signal. The inmate and the called party will not be aware of when the attendant is present on the line.
 - i. Visual Alarm The monitoring device must have visual indication on the console, to signal loss of power to the control equipment. If loss of power occurs during the inmate's use of the telephones, all inmate phones shall automatically be rendered inoperable.
 - j. Beep Tone The inmate call recording equipment shall provide a beep tone to all inmate phones that are off-hook, even though they may not be monitored at that particular time.
- 35. Enclosures (Inmate Payphones) The Contractor shall provide a variety of telephone booths that must be approved by the State, prior to installation.

36. Advertising Services (Public Payphones) – The Contractor shall provide the following:

Advertising – This service offers a source of revenue for providers of pay telephone service that is independent of revenue generated by call transactions. Advertising may be in the form of printing or on booths, enclosures or on the instruments themselves. Advertising may also be generated electronically and transmitted via CRT or other medium. DGS or the PATS Agent must approve the suitability of specific ads for use on pay telephones on the property of each State agency.

- 37. Enclosures (Public Payphones)
 - a. State Approval All enclosures, booths, shelves, pedestals, or other mounting apparatus selected for installation must be approved by the State PATS Agent entering into the Memorandum of Agreement with the service provider.
 - b. Enclosure Types Contractor shall offer a variety of enclosure types to provide the State the maximum placement options. In select locations (e.g. highways and other high traffic areas) enclosures must provide noise suppression. Mandatory enclosures include: Wall, Pedestal Booth, Flush Mount, and Trailer (mobile/temporary for emergency purposes only).
- 38. PATS Supporting Management Information Services
 - a. Data Collection All Contractor Services must be able to collect and to communicate usage and revenue data for billing and/or auditing purposes to a centralized data collection facility. Data collection devices must include the ability to record TOTAL CALLS; i.e., 1010XXX, 950-XXXX, 800-XXXX, and such other carrier codes approved for use in the North American Numbering Plan and internationally to be used for auditing by the State.
 - b. Reporting Requirements All payphones and systems must be able to produce usage and revenue data in detail according to coin and non-coin payment methods for intraLATA, interLATA/intrastate, interLATA/interstate calls and to generate monthly reports to the State.

These reports must be able to provide detail by agency, location and telephone number. Complete traffic detail information including revenues, calls, minutes of use and concessions as well as complete accounting information.

- 39. Specialized Inmate Services (Inmate Payphones) The Department of Corrections and the California Youth Authority have specialized recording and data collection needs that are integral to their inmate monitoring activities. These are, in effect, specialized services that are required for their unique environments.
 - a. The system(s) must be designed for continuous operation 24 hours-a-day, 365 days per year.
 - b. Inmate Calls Recording Requirements The provision of Inmate Telephone Recording devices are required by the Contractor to State prisons only. The Contractor is not required to provide that service to any other governmental entities. However, these services may be provided by the Contractor to other governmental entities on a case by case basis by mutual agreement between the Contractor and the agency.
 - c. Simultaneous recording of multiple voice channels with the capability of identifying date, time, and other pertinent information of each inmate call.
 - d. The Contractor shall provide the following:

- (1) On-premise and remote activity status reports and monitoring information, as needed.
- (2) Special playback features allowing administrators to reproduce and search recordings as needed to pinpoint calling pattern, identify specific calls by date, time, etc.
- (3) Database Integration/Software/Reporting Requirements
- (4) Special system capabilities that allow users to access, collect, store, report, and cross reference information of an inmate phone and usage activities such as station reports, calls by day, by location, by time, by numbers called, etc.
- (5) Total system security should be maintained at a minimum with special codes and passwords.
- 40. System Maintenance Requirements shall include:
 - a. Automated system redundancies.

Facilities to be Equipped

California Institution for Men (CIM); California Institution for Women (CIW); California State Prison, Los Angeles County (LAC); and Pelican Bay State Prison (PBSP).

EXHIBIT E (Standard Agreement) EXHIBIT – E ATTACHMENT I

EQUIPMENT LIST

ITEM MAKE/MODEL

BASIC SERVICES (PUBLIC PHONES)

Coin Telephone Quadrum 120B/HC120003JS

Line Powered except where Line Powered

A/C power is required by the State.

Bank or T&E Card Phone Nortel/Millenium

Charge-a-Call

Mobile Emergency Trailer

with Payphones – "For emergency purposes only"

Enclosures: Wall, Pedestal,

Booth, (Temporary, Trailer/Mobile) – "For emergency purposes only"

BASIC SERVICES (INMATE)

"Charge-a-Call" phone Phillips Brooks/GO7090SS32

Enclosures: Booths

Telephone Devices for the Deaf (TDD) Portable

SPECIALIZED SERVICES (INMATE)

Inmate Recording Device Value Added Communications System 100

Inmate Monitoring Device Augat Monitoring System

Inmate Database Integration Value Added Communications System 100

System Maintenance Value Added Communications System 100

Liquidated damages imposed for the delay in installation of Equipment listed on this ATTACHMENT to be assessed against Contractor will be in the amount of \$20.00 per day for each day between the date specified in the Service Request Notice Form and the date Contractor Services is certified ready for use, not to exceed 180 calendar days

EXHIBIT – E ATTACHMENT II STATE PUBLIC ACCESS TELECOMMUNICATIONS SERVICE (PATS)

MEMORANDUM OF AGREEMENT (MOA)

The undersigned agency agrees to participate in the State of California, Department of General Services Master Services Agreement (MSA) and agrees to all terms and conditions thereof. Agency participation begins when the agency signs this Memorandum of Agreement. This Memorandum of Agreement should be sent to:

Ms. Sharon Brandon
Department of General Services
Telecommunications Division
601 Sequoia Pacific Blvd.
Sacramento, CA 95814-0282

For State Agencies, please reference Government Code Section 16301. All unappropriated revenue shall be remitted to the State general Fund unless otherwise accounted for by the agency and the Department of Finance. Equipment/Services provided by the MSA contract can be terminated for convenience with a thirty (30) day written notice. The undersigned agency agrees that if the Contractor for this MSA makes a capital investment to provide service to the undersigned agency, and if the undersigned agency cancels its contract with the Contractor for any reason except for cause, then the undersigned agency will reimburse the Contractor for the undepreciated portion of said capital investment. Payment to the Contractor will be at the book value of the undepreciated asset(s) at the time of contract cancellation.

(A	gency or Organization	(Signat	ure)
		(Printed	d Name)
	(Deta)	/T:4	1-)
	(Date)	(Tit	ie)
1.	Department/Organization		
2.	Address of Organization		
3.	Address of Requested Service		
4.	PATS Agent Main Contact Name	5.	Telephone Number
6.	Alternative PATS Contact Name	7.	Telephone Number
8.	Address to Send Concessions to (Include City and Zip Code)		
9.	Services Requested (Please attach a list of telephone number	rs)	

EXHIBIT – E ATTACHMENT III SERVICE REQUEST NOTICE – PUBLIC PAYPHONES

Within thirty (30) days of receipt of this Service Request Notice, Verizon will review each such Service Request Notice for profitability and respond to the PATS Agent. Should installation be deemed profitable and appropriate as requested, Verizon will install within this thirty (30) day timeframe.

DEPARTMENT		DIVISION, B	BUREAU, ETC·
ADDRESS OF PRESENT SERVICE		ADDRESS C	OF REQUESTED SERVICE
DATO ACCUTIONALE	TELEBUIONE N		100000
PATS AGENT'S NAME	TELEPHONE N	NUMBER	ADDRESS
ADDRESS TO SEND CONCESSION	NS (Include City	and Zip Code)
SERVICE REQUESTED (ATTACH I	IST OF SERVIC	CES)	REQUESTED DATE OF SERVICE
APPROVED			
Department of General Services Telecommunications Division	DATE		

EXHIBIT E (Standard Agreement) EXHIBIT - E ATTACHMENT IV SERVICE REQUEST NOTICE - INMATE PAYPHONES

Contractor must install Equipment within thirty (30) days from receipt of this Service Request Notice after review and approval of the PATS Agent. Inmate monitoring and recording equipment must be installed within provided by (30) days from receipt of this Service Request Notice unless the State and Contractor mutually present timeframe.

DEPARTMENT		DIVISION, B	UREAU, ETC·
ADDRESS OF PRESENT SERVICE		ADDRESS C	OF REQUESTED SERVICE
PATS AGENT'S NAME	TELEPHONE N	NUMBER	ADDRESS
ADDRESS TO SEND CONCESSION	NS (Include City	and Zip Code)	
SERVICE REQUESTED (ATTACH I	IST OF SERVIC	CES)	REQUESTED DATE OF SERVICE
APPROVED			
PATS Agent	[DATE	

EXHIBIT – E ATTACHMENT V CONCESSION INFORMATION AND WORKSHEET

FOR PUBLIC PAYPHONES IN TERRITORY THREE

Territory III includes all of the Verizon of California Incorporated utility's local exchange geographical areas defined by the CPUC within LATAs 1 through 11. Excluding the old Continental Telephone utility's local exchange previously defined under Territory IV.

Part 1. Concession Fee guaranteed expressed in percent of accessible Call revenue. These percents become effective upon signing of this contract.

A. Basic Services Category	Coin	Non-Coin
Local	A. 10.0%	D. 10.0%
IntraLATA	B. 10.0%	E. 10.0%
InterLATA	C. 25.0%	<u>F. 25.0%</u>

B. ENHANCED SERVICES

Concession Fee offered, expressed in percent of non-call revenue:

Computer Port Access	<u>(1) 20.0%</u>	Advertising	<u>(5) 20.0%</u>
Printer	<u>(2) 20.0%</u>	E-mail	<u>(6) 20.0%</u>
Speed Dialing	(3) 20.0%		
Voice Messaging	<u>(4) 20.0%</u>		

NOTE: Percentage figures offered by the Contractor reflect a minimum guarantee by that Contractor.

EXHIBIT E (Standard Agreement) EXHIBIT – E ATTACHMENT VI

LIST OF THE STATE'S PARTICIPATING AGENCIES

	<u>AGENCY</u>	Memorandum of Agreement Date
1	ABC UNIFIED SCHOOL DISTRICT	05/07/1996
2	BOARD OF EQUALIZATION	10/19/1994
3	CA HIGHWAY PATROL	12/11/1992
4	CERRITOS COMM COLLEGE DIS	06/26/1994
5	CITY OF CARPENTERIA	06/15/1999
6	CITY OF CERRITOS	06/09/1997
7	CITY OF CHINO	10/20/1997
8	CITY OF CHINO HILLS	11/25/1997
9	CITY OF HUNTINGTON BEACH	05/18/1998
10	CITY OF LA-LIBRARY	04/29/1998
11	CITY OF LAKEWOOD	01/06/1998
12	CITY OF LB NO. 4 POLICE	09/10/1996
13	CITY OF LB PARK	09/10/1996
14	CITY OF LOS ANGELES	04/29/1998
15	CITY OF MONROVIA	08/09/1997
16	CITY OF MORENO VLY	04/08/1991
17	CITY OF OXNARD	09/30/1997
18	CITY OF REEDLEY	06/11/1998
19	CITY OF SANTA MARIA	11/04/1997
20	CITY OF SANTA MONICA	02/10/1998
21	CITY OF SBAR COMNTY GOLF CITY OF SEAL BEACH JAIL	09/26/1996
22	CITY OF SEAL BEACH JAIL CITY OF UPLAND	05/23/1994 08/04/1997
23	CITY OF UPLAND CITY OF WEST COVINA	07/19/1997
24	CITY OF WEST COVINA	07/19/1997
26	COUNTY OF IMPERIAL	07/29/1998
27	CSU CHANNEL ISLANDS	04/29/1999
28	CSU SAN BERNARDINO	04/03/1995
29	DEPT OF CORRECTIONS	12/07/1992
30	DEPT OF DEVELOPMENTAL SVC	07/25/1991
31	DEPT OF EDUCATION	02/04/1998
32	DEPT OF EMPLOYMENT DEV	06/02/1992
33	DEPT OF FISH AND GAME	06/26/1997
34	DEPT OF FORESTRY	09/23/1991
35	DEPT OF GENERAL SERVICES	03/01/1991
36	DEPT OF INDUSTRIAL REL	07/22/1991
37	DEPT OF MENTAL HEALTH	06/20/1991
38	DEPT OF MOTOR VEHICLES	09/01/1991
39	DEPT OF PARK & REC	02/11/1993
40	DEPT OF TRANSPORTATION	09/01/1991
	<u>AGENCY</u>	Memorandum of Agreement Date
41	DEPT OF YOUTH AUTHORITY	06/04/1991

	(Otandard Agreement)	
42	FRANCHISE TAX BOARD	08/12/1991
44	LANTERMAN DEVELOPMENTAL CENTER	07/29/1991
45	MANHATTAN BEACH USD	06/04/1997
46	MONTE VISTA SCHOOL	05/28/1997
47	MORENO VALLEY HIGH SCHOOL	05/28/1997
48	MORENO VALLEY USD	05/28/1997
49	MT SAN ANTONIO COLLEGE	02/06/1995
50	NOVATO FIRE DISTRICT	12/09/1995
51	PLEASANT VALLEY SCHOOL DIST	06/16/1997
52	REDLANDS HIGH SCHOOL	08/02/1995
53	SAN BERNARDINO COUNTY	08/05/1997
54	STATE MILITARY DEPARTMENT	07/18/1996
55	UPLAND UNIFIED SCHL DIST	05/16/1995
56	VAL VERDE UNIFIED SCHOOL DIST	08/13/1997
57	VISTA VERDE JR HIGH SCHL	08/13/1997
58	WHITTIER UNION HS DIST	03/25/1998

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EXHIBIT E (Standard Agreement) EXHIBIT – E ATTACHMENT VII CONTRACTOR'S LIST OF PARTICIPATING SUBCONTRACTORS

	CONTRACTOR'S LIST OF PARTICIPATING SUBCONTRACTORS	
Value Adde	ed Communications (VAC)	
Nortel Insta	ıllation	
J&R Fernaı	ndez	
ILD Commi	unications	

EXHIBIT E (Standard Agreement) EXHIBIT – E ATTACHMENT VIII

INMATE PHONE RATES

Inmate intrastate rates will not go up during the term of the Contract. VERIZON rates become effective 60 days after signing of the Contract.

LOCAL AND INTRALATA

	DAY		EVENING		NIGHT	
<u>Mileage</u>	1 st Min.	Add'l Min.	1 st Min.	Add'l Min.	1 st Min.	<u>Add'l</u>
						Min.
0-12	0.1500	0.1500	0.1500	0.1500	0.1500	0.1500
13-16	0.1500	0.1500	0.1500	0.1500	0.1500	0.1500
17-20	0.1500	0.1500	0.1500	0.1500	0.1500	0.1500
21-25	0.1500	0.1500	0.1500	0.1500	0.1500	0.1500
26-30	0.1500	0.1500	0.1500	0.1500	0.1500	0.1500
31-40	0.1500	0.1500	0.1500	0.1500	0.1500	0.1500
41-50	0.1500	0.1500	0.1500	0.1500	0.1500	0.1500
51-70	0.1500	0.1500	0.1500	0.1500	0.1500	0.1500
Over 71	0.1500	0.1500	0.1500	0.1500	0.1500	0.1500
Surcharge		All \$1.50				

COMPLEMENTARY INTEREXCHANGE CARRIER RATES

INTERLATA	MILEAGE	RATE PER MINUTE	PER CALL SURCHARGE
	ALL	\$0.28	\$2.00
INTERSTATE	ALL	\$0.89	\$3.95

CYA WARD PHONE RATES

Ward intrastate rates will not go up during the term of the Contract. VERIZON rates become effective 60 days after signing of the Contract.

LOCAL AND INTRALATA

	DAY		EVENING		NIGHT	
<u>Mileage</u>	1 st Min.	Add'l Min.	1 st Min.	Add'l Min.	1 st Min.	<u>Add'l</u>
						Min.
0-12	0.1000	0.1000	0.1000	0.1000	0.1000	0.1000
13-16	0.1000	0.1000	0.1000	0.1000	0.1000	0.1000
17-20	0.1000	0.1000	0.1000	0.1000	0.1000	0.1000
21-25	0.1000	0.1000	0.1000	0.1000	0.1000	0.1000
26-30	0.1000	0.1000	0.1000	0.1000	0.1000	0.1000
31-40	0.1000	0.1000	0.1000	0.1000	0.1000	0.1000
41-50	0.1000	0.1000	0.1000	0.1000	0.1000	0.1000
51-70	0.1000	0.1000	0.1000	0.1000	0.1000	0.1000
Over 71	0.1000	0.1000	0.1000	0.1000	0.1000	0.1000
Surcharge		All \$1.20				

COMPLEMENTARY INTEREXCHANGE CARRIER RATES

INTERLATA	MILEAGE	RATE PER MINUTE	PER CALL SURCHARGE
	ALL	\$0.05	\$0.50
INTERSTATE	ALL	\$0.89	\$3.95



OLS HOME PAGE

CONTRACT MANUAL

SUBSCRIPTION SERVICES

TRAINING

CUSTOMER GROUPS

CONTRACTING INFO

STANDARD LANGUAGE

ABOUT OLS

DIRECTORY

REFERENCE MATERIAL

CONTACT US



CALIFORNIA STANDARD CONTRACT LANGUAGE

This web page was updated: 4/02/2002

Current versions of incorporated language are listed here. Previous versions, incorporated into prior agreements, may be viewed in the Archive Language Section below.

Current Exhibit Cs Incorporated by Reference <u>GTC 201</u> - General Terms and Conditions for Private Contractors.

GIA 101 - General Terms and Conditions for Interagency Agreements.

GTC SF 201 - Short Form Contract General Terms and Conditions.



CCC 201 - Standard Contractor Certification Clauses



Previously incorporated language used in prior agreements. This archived language continues to be valid for the prior contracts still in effect.